

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COUNTY OF SAN DIEGO
AND THE
SAN DIEGO COUNTY DEPUTY DISTRICT ATTORNEYS ASSOCIATION**

**CHILD SUPPORT PROGRAM MANAGEMENT (AM) UNIT
CHILD SUPPORT PROGRAM ATTORNEY (AS) UNIT
AND
DEPUTY DISTRICT ATTORNEYS (DA) UNIT**

JUNE 27, 2003 – JUNE 22, 2006

BOARD OF SUPERVISORS

District 1 - Greg Cox
District 2 - Dianne Jacob
District 3 - Pam Slater
District 4 - Ron Roberts
District 5 - Bill Horn

TABLE OF CONTENTS

<u>PROVISION</u>	<u>PAGE #</u>
ARTICLE 1. PREAMBLE.....	1
ARTICLE 2. ASSOCIATION RIGHTS.....	1
Section 1. Recognition.....	1
Section 2. Payroll Deduction and Association Dues.....	1
Section 3. Association Access.....	2
Section 4. Employee Representatives.....	2
Section 5. Use of County Facilities.....	3
ARTICLE 3. NO DISCRIMINATION.....	4
ARTICLE 4. SALARIES AND OTHER RELATED ISSUES.....	4
ARTICLE 5. HOURS OF WORK, PREMIUMS AND COMPENSATION.....	7
Section 1. Hours of Work.....	7
Section 2. Professional Work Day.....	8
Section 3. Temporary Assignment Pay.....	8
Section 4. Calculation of Work Premiums.....	9
Section 5. Bilingual Premium.....	9
ARTICLE 6. PAID LEAVES.....	10
Section 1. Holidays and Holiday Compensation.....	10
Section 2. Vacation.....	12
Section 3. Bereavement Leave.....	15
Section 4. Sick Leave.....	15
Section 5. Injury Leave.....	19
Section 6. Court Leave (Jury Duty).....	24
Section 7. Educational Leave.....	24
Section 8. Military Leave.....	24
Section 9. Administrative Leave.....	25
Section 10. Catastrophic Leave Program.....	27
Section 11. Professional Time Off.....	28
Section 12. Appeal of Disputes: Paid Leaves.....	29
ARTICLE 7. UNPAID LEAVES.....	29
Section 1. Leave of Absence Without Pay.....	29
Section 2. Family Medical Leave.....	32
ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENDITURES.....	34
Section 1. License Reimbursement.....	34
Section 2. Mileage and Use of County Cars.....	34
Section 3. Parking and Transportation.....	35

Section 4. Repayment of Specialized Training Expenses.....	36
ARTICLE 9. EMPLOYEE BENEFITS.....	38
Section 1. Retirement.....	38
Section 2. Insurance/Flexible Benefit Plan.....	41
Section 3. Deferred Compensation.....	46
ARTICLE 10. PERSONNEL PRACTICES	46
Section 1. Layoff Procedure.....	46
Section 2. Job Sharing.....	51
Section 3. Smoking	51
Section 4. Drug and Alcohol Use Policy	51
Section 5. Employee Recognition Programs	51
ARTICLE 11. GRIEVANCE PROCEDURE	51
ARTICLE 12. AGREEMENT, MODIFICATION AND WAIVER.....	54
ARTICLE 13. PROVISIONS OF LAW	56
ARTICLE 14. PROHIBITION OF JOB ACTION.....	56
ARTICLE 15. RE-OPENER PROVISIONS	57
ARTICLE 16. IMPLEMENTATION	59
ARTICLE 17. DETERMINATION BY THE BOARD OF SUPERVISORS	59
APPENDIX	62

INDEX

<u>ARTICLE TITLE</u>	<u>PAGE #</u>
Administrative Leave	24
Agreement, Modification and Waiver	53
Allowances for Work-Related Expenditures.....	33
Appeal of Disputes: Paid Leaves	28
Appendix.....	58
Association Access	2
Association Rights	1
Bereavement Leave.....	15
Bilingual Premium	9
Calculation of Work Premiums	9
Catastrophic Leave Program	27
Court Leave (Jury Duty)	23
Deferred Compensation.....	45
Determination by the Board of Supervisors	56
Drug and Alcohol Use Policy	50
Educational Leave	24
Employee Benefits.....	37
Employee Recognition Programs	50
Employee Representatives.....	2
Family Medical Leave.....	31
Grievance Procedure.....	50
Holidays and Holiday Compensation.....	10
Hours of Work.....	7
Hours of Work, Premiums and Compensation.....	7
Implementation	56
Injury Leave	19
Insurance/Flexible Benefit Plan.....	40
Job Sharing.....	49
Layoff Procedure.....	45
Leave of Absence Without Pay	28
License Reimbursement	33
Mileage and Use of County Cars	34
Military Leave.....	24
No Discrimination.....	4
Paid Leaves.....	10
Parking and Transportation.....	34
Payroll Deduction and Association Dues.....	2
Personnel Practices.....	45
Preamble.....	1
Professional Time Off"	28
Professional Work Day.....	8

Prohibition of Job Action	54
Provisions Of Law	54
Recognition.....	1
Re-Opener Provisions	55
Repayment of Specialized Training Expenses.....	35
Retirement.....	37
Salaries and Other Related Issues.....	4
Sick Leave	15
Smoking	50
Temporary Assignment Pay.....	8
Unpaid Leaves	28
Use of County Facilities.....	4
Vacation.....	12

**MEMORANDUM OF AGREEMENT
BETWEEN THE
COUNTY OF SAN DIEGO
AND THE
SAN DIEGO COUNTY DEPUTY DISTRICT ATTORNEYS ASSOCIATION**

**CHILD SUPPORT PROGRAM MANAGEMENT (AM) UNIT
CHILD SUPPORT PROGRAM ATTORNEY (AS) UNIT
AND
DEPUTY DISTRICT ATTORNEYS (DA) UNIT**

JUNE 27, 2003 - JUNE 22, 2006

ARTICLE 1. PREAMBLE

THIS MEMORANDUM OF AGREEMENT is entered into by the County of San Diego, said political subdivision hereafter designated as "County" and the San Diego County Deputy District Attorneys Association, hereafter designated as "Association" as a mutual agreement of those wages, hours, and conditions of employment which are to be in effect during the period from 8:00 a.m. on June 27, 2003 through 5:00 p.m. on June 22, 2006 for those employees working in the representation units referred to in Article 2, Section 1 hereof.

ARTICLE 2. ASSOCIATION RIGHTS

Section 1. Recognition

Pursuant to the provisions of the Labor Relations Ordinance of the County of San Diego and applicable State law, the Deputy District Attorneys Association was certified on April 17, 1979 as the majority representative of County employees in the Deputy District Attorneys (DA) Unit and on October 12, 2001, pursuant to California Family Code Section 17304, as the representative of County employees in the Child Support Program Management (AM) Unit and Child Support Program Attorneys (AS) Unit. The County of San Diego recognizes the Association as the sole and exclusive representative for the Deputy District Attorney, Child Support Program Attorney and Child Support Program Management representation units, consisting of job descriptions listed in the Appendix of this Agreement and such job descriptions as may be added to the units during the term of this Agreement.

Section 2. Payroll Deduction and Association Dues

ARTICLE 2. ASSOCIATION RIGHTS (Cont'd)

In accordance with the rules and regulations of the Auditor and Controller, approved by the Board of Supervisors, it is agreed that Association dues as are properly requested and lawfully permitted shall be deducted by the County from the salary of each employee covered hereby who files with the County a written authorization requesting that such deductions be made. The County shall discontinue deducting such dues upon a written authorization filed by an employee requesting such discontinuance.

Section 3. Association Access

The Association shall provide and maintain with the County's Labor Relations Division a current list of the names of all authorized representatives of the Association. An authorized representative shall have the right to contact an individual employee represented by the Association in a County facility during the employee's work hours on matters concerning wages, hours and other terms and conditions of employment. Such a representative shall make arrangements with the County official responsible for the operation of the County facility prior to entering the work location of the employee. The Association official shall have the right to make arrangements for a contact location removed from the work area of the employee.

Section 4. Employee Representatives

A. Purpose

The County recognizes the need and affirms the right of the Association to designate employee representatives from the employees in the bargaining unit. It is agreed that the Association in appointing such employee representatives does so for the purpose of promoting an effective relationship between the County administration and employees by helping to settle problems at the lowest level of supervision.

B. Role of Employee Representative and Supervisor

The employee representative recognizes the fact that the supervisor is the key person in the department and, as such, is responsible to higher management for the quality and quantity of the work. The employee representative understands that the employee representative function does not relieve the representative from conforming to all rules of conduct and standards of performance established by law, regulation, County or department policy or Memorandum of Agreement.

C. Selection of Employee Representative

The location and number of representatives shall be mutually agreed upon by the appointing authority and the Association. The Association shall reserve the right to designate the method of selection of employee representatives. The Association shall notify the appointing authority in writing of the names of the employee representatives

ARTICLE 2. ASSOCIATION RIGHTS (Cont'd)

and the area they represent. The appointing authority will be notified in writing by the Association of any subsequent changes regarding employee representatives and who they are replacing.

D. Duties and Responsibilities of Employee Representatives

The following functions are understood to constitute the complete duties and responsibilities of employee representatives:

1. After obtaining supervisor permission, an employee representative will be permitted to leave his/her normal work area during on-duty time not to exceed four hours per week in order to assist in presentation of a grievance. The representative's workload may be adjusted to the extent the appointing authority feels it is appropriate. To obtain permission to investigate a grievance on on-duty time, the representative shall advise the supervisor of the grievant of his/her investigation of the facts and the general nature of the grievance. The employee is permitted to discuss the problem with all employees immediately concerned and, if appropriate, to attempt to achieve settlement with the supervisory personnel involved. Agencies, wards, clients, detainees and outside interested parties will not be contacted by employee representatives as part of the grievance process. The employee may be represented by an employee representative at such time as a grievance is reduced to writing.
2. If, in the judgment of the supervisor, because of the necessity of maintaining adequate level of services, permission cannot be granted immediately to the employee representative in order to present or investigate a grievance during on-duty time, such permission shall be granted by the supervisor no later than the next working day from the date the employee representative was denied permission.

It is agreed that the County shall not attempt to transfer any employee representative of the Association for reasons associated with his/her duties as a representative.

E. Limitations on Time Off

An employee representative shall not be permitted time off from his/her work assignments for the purpose of conducting general Association business.

Section 5. Use of County Facilities

ARTICLE 2. ASSOCIATION RIGHTS (Cont'd)

County facilities may be made available for use by employees and the Association. Such use shall not occur during regular working hours other than the lunch period. Application for such use shall be made to the management person under whose control the facility is placed. Meetings of an authorized representative of the Association and a group of employees shall not be permitted during working hours excepting the lunch hour.

ARTICLE 3. NO DISCRIMINATION

In receiving the rights afforded by this Agreement, no person shall in any way be favored or discriminated against to the extent prohibited by law because of political or religious opinions or affiliations, or because of racial or national origin, or because of age or sex or physical handicap.

ARTICLE 4. SALARIES AND OTHER RELATED ISSUES

A. Salaries

1. Salaries effective June 27, 2003 shall be as set forth in the Appendix.
2. Salaries effective December 26, 2003 shall be as set forth in the Appendix.
3. Salaries effective June 25, 2004 shall be as set forth in the Appendix.
4. Salaries effective December 24, 2004 shall be as set forth in the Appendix.
5. Salaries effective June 24, 2005 shall be as set forth in the Appendix.

B. Direct Deposit of Pay Warrants

Effective July 1, 2001 all employees must have made arrangements for the direct deposit of their paychecks via electronic fund transfer into the financial institution of their choice using forms approved by the Auditor and Controller.

C. Employed before July 1, 1974

Subject to the provisions of "E" and "F" below, every employee in the Classified Service, as of June 30, 1974, having a permanent or interim appointment as a result of blanketing-in, suspension of competitive examination or certification from an eligible

ARTICLE 4. SALARIES AND OTHER RELATED ISSUES (Cont'd)

list, who has served in his/her class for at least twenty-six (26) weeks at the 1, 2, or 3 step, or for at least fifty-two (52) weeks at the 4 step, shall advance on the first day of the next succeeding biweekly pay period to the next higher step within the range prescribed herein for his/her class. This provision shall apply as long as the employee has unbroken service, even though he/she may change classification.

D. Employed July 1, 1974 or subsequently

Subject to the provisions of "E" and "F" below, every employee in the Classified Service, employed on July 1, 1974, or subsequently, having a permanent or interim appointment as a result of blanketing-in, suspension of competitive examination or certification from an eligible list, who has served in his/her class for at least twenty-six (26) weeks at the step 1, or at least fifty-two (52) weeks at the 2, 3 or 4 steps, shall advance on the first day of the next succeeding biweekly pay period to the next higher step within the range prescribed herein for his/her class.

E. Step Advancement Transition Plan

Effective June 21, 1996, newly hired employees and employees who receive a step advancement pursuant to paragraphs C or D of this Section, shall at the time of appointment for newly hired employees and at the time the step advancement becomes effective for employees receiving step advancements, be subject to the provisions of paragraph G of this Section for purposes of any further step advancements.

F. Performance-Based Step Advancement

Employees covered by this Agreement may not advance to the next higher step if, for the preceding performance rating period, the employee's overall performance was rated at a below standard level (i.e., unsatisfactory, improvement needed).

Employees may advance to the next higher step if, for the preceding performance-rating period, the employees' overall performance was rated standard or higher. The department has the affirmative duty to provide the employees with evaluations; however, failure by the department to provide required performance evaluation shall not be the basis for the denial of step advancement.

Pursuant to Civil Service Rule 5, an employee who has received a below standard rating shall receive, if requested by the employee, a supplemental appraisal midway through the employee's next appraisal cycle. This supplemental appraisal shall be dated from the date of the previous rating period and will adjust the beginning date of the next appraisal. The administrative appeal process set forth in Civil Service Rule 5.1.5 shall be available to employees who have been rated below standard and thereby

ARTICLE 4. SALARIES AND OTHER RELATED ISSUES (Cont'd)

denied a step increase. The parties agree to discuss and formulate final language for a supplemental appraisal process.

G. Quality First Program

A "Quality First" performance based incentive plan may be instituted in County departments. The purpose of Quality First will be to insure the achievement of quality service and customer satisfaction.

The establishment, disestablishment, administration and regulation of "Quality First" programs shall be at the discretion of the County and shall not be subject to appeal under the Grievance Procedure of this Agreement.

Quality First programs are separate from and in addition to other current discretionary award programs for County employees.

The Quality First program provides up to two percent (2.0%) in temporary incentive pay annually for success in achieving at least two percent (2.0%) savings through the program. To reward a team of employees whose efforts result in surpassing two percent (2.0%) in goals/savings, employees can receive, in a temporary salary adjustment an additional increase on a fifty-fifty (50/50) basis (50 cents on the dollar) up to a maximum of four percent (4.0%) in accordance with the following:

1. Fiscal Year 2003-2004: A pay for performance wage adjustment for a temporary period of time up to a maximum of four percent (4.0%) annually of an employee's biweekly rate of pay pursuant to the provisions implemented in the Quality First Program.
2. Fiscal Year 2004-2005: A pay for performance wage adjustment for a temporary period of time up to a maximum of four percent (4.0%) annually of an employee's biweekly rate of pay pursuant to the provisions implemented in the Quality First Program.
3. Fiscal Year 2005-2006: A pay for performance wage adjustment for a temporary period of time up to a maximum of four percent (4.0%) annually of an employee's biweekly rate of pay pursuant to the provisions implemented in the Quality First Program.

SAVINGS	ANNUALIZED TEMPORARY WAGE RATE % INCREASE
Aggregate Amount Saved	Total Potential Employee Payout

ARTICLE 4. SALARIES AND OTHER RELATED ISSUES (Cont'd)

2.0%	2.0%
3.0%	2.5%
4.0%	3.0%
5.0%	3.5%
6.0% maximum	4.0% maximum

Employee Eligibility Criteria:

To be eligible to participate in the Quality First Program requires that, during each applicable plan year:

- a. The employee must have begun his/her employment with the County on or before December 31st;
- b. The employee must not have received a sub-standard performance evaluation or equivalent rating; and
- c. The employee must not have received final disciplinary action, which includes any County appeal or County review procedures including the Civil Service Commission. Disciplinary actions are defined as those formal actions that are recognized by the Civil Service Rules, Section 7.3.

ARTICLE 5. HOURS OF WORK, PREMIUMS AND COMPENSATION

Section 1. Hours of Work

This Article establishes the County standard for hours of work. Biweekly compensation prescribed in Appendix A is based on a full-time schedule of eighty (80) working hours in each biweekly pay period. Paid time is standard duty hours worked plus any paid leave.

Nothing in this Agreement shall be construed as a guarantee or limitation of the number of hours to be worked per day, per pay period, or for any other period of time.

Work Periods

Standard Work Day: The standard work hours are 8:00 a.m. to 5:00 p.m. exclusive of a one-hour unpaid lunch period. Hours worked which deviate from this standard are defined as "non-standard" work hours. The standard work day is eight (8) consecutive hours of work, exclusive of the lunch period, in a consecutive twenty-four (24) hour period. Work days which deviate from this standard are considered as "non-standard" work days.

Payroll Period: The payroll period begins on the Friday which is the first day of the pay period and ends on the Thursday which is the last day of the pay period, and consists of ten (10)

ARTICLE 5. HOURS OF WORK, PREMIUMS AND COMPENSATION (Cont'd)

standard work days and four (4) days of rest during the fourteen (14) consecutive day payroll period.

Standard Work Period: The standard work period consists of two (2) five-day work weeks for a total of ten (10) standard work days which total eighty (80) hours and includes four (4) days of rest, consisting of two (2) two-day rest periods during the payroll period described above.

Section 2. Professional Work Day

The County recognizes the professionalism of the employees represented by the Association.

Such salaried employees current compensation includes compensation for periods of authorized absence from work of less than one full regularly scheduled work day and such absences shall not be charged against any leave balances.

Absences from work for less than one full day require pre-approved authorization, either orally or in writing, by the Appointing Authority or the Appointing Authority's designee. Under extenuating circumstances, authorization must be obtained immediately following the absence.

Section 3. Temporary Assignment Pay

When the appointing authority determines it is necessary to cover a position from which the incumbent is absent or which is temporarily vacant for any reason, the appointing authority may assign an employee in a lower class to temporarily perform the duties of the vacant position in a higher class in accordance with the following:

- A. The Director, Department of Human Resources, has approved the appointing authority's temporary assignment.
- B. The employee proposed to be assigned to the higher class is qualified to perform the duties of the higher class.
- C. The employee will remain in his/her current class during the time he/she is assigned to perform the duties of the higher class.
- D. The assignment must be for over four (4) weeks, but must not exceed twenty-six (26) weeks.
- E. The employee so assigned shall be compensated by receiving, in addition to the base rate of compensation which has been established for his/her current class, a "bonus rate". This bonus rate shall be the difference between the rate of compensation for his/her current class and that of the higher class.

ARTICLE 5. HOURS OF WORK, PREMIUMS AND COMPENSATION (Cont'd)

F. The amount of the "bonus rate" in (E) is determined by:

1. Equating the employee's current hourly rate with the same hourly rate in the higher class and advancing one step; or
2. If the higher class does not contain an hourly rate that equates with the employee's current hourly rate, then the "bonus rate" shall be determined by setting the compensation one (1) step above the next highest hourly rate in the higher classification; provided, however, that the higher rate of compensation shall be set at the entry step when the entry step of the higher class exceeds the top step of the current class by a percentage difference of five percent or more when rounded to the nearest tenth of a percent.

Section 4. Calculation of Work Premiums

Work premiums designated as bonus rates and which are stated as a percentage, shall be added to the employee's basic hourly rate of compensation. When more than one premium is applicable, each premium shall separately be added to the employee's basic hourly rate. Premiums shall not be pyramided or compounded.

Work premiums designated as biweekly dollar amounts shall be added in a lump sum to the employee's biweekly compensation without regard for the employee's basic hourly rate.

Premiums so designated shall be paid for time worked only and shall not be applied towards paid time off or to terminal payoff.

Section 5. Bilingual Premium

The appointing authority may require a qualified employee to perform bilingual duties in positions which have been identified and designated as requiring such bilingual skills. In order to insure an adequate level of bilingual proficiency, the Director, Department of Human Resources may require periodic evaluation of incumbents receiving bilingual premium.

Class A: The rate for Class A bilingual skill is thirty-two dollars and thirty cents (\$32.30) biweekly. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills fifty percent (50%) or more of the time or forty (40) hours or more in an eighty (80) hour biweekly pay period or to a position designated as requiring technical bilingual skills (reading, writing, translation). This fifty percent usage requirement shall mean the actual time spent conversing or interpreting in a second language.

ARTICLE 5. HOURS OF WORK, PREMIUMS AND COMPENSATION (Cont'd)

Class B: The rate of Class B bilingual skills is sixteen dollars and fifteen cents (\$16.15) biweekly. To qualify for this rate, the employee must be assigned to a position designated as requiring bilingual skills less than fifty percent (50%) of the time or thirty-nine (39) hours or less in an eighty (80) hour biweekly pay period. This fifty percent (50%) or less usage requirement shall mean the actual time spent conversing or interpreting in a second language.

Employees in positions designated as bilingual on or before June 28, 1979, shall continue to receive Class A bilingual premium while in that specific position. Employees assigned to positions June 29, 1979, or after, shall receive either Class A or Class B bilingual premium, as appropriate.

For purposes of terminal pay, bilingual premium shall not be computed in the employee's base wage rate.

ARTICLE 6. PAID LEAVES

Section 1. Holidays and Holiday Compensation

The County shall observe the following holidays:

1. Independence Day, July 4
2. Labor Day, First Monday in September
3. Veterans Day, November 11
4. Thanksgiving Day, Fourth Thursday in November
5. Day after Thanksgiving, Fourth Friday in November
6. Christmas Day, December 25
7. New Year's Day, January 1
8. Dr. Martin Luther King, Jr. Day, Third Monday in January
9. President's Day, Third Monday in February
10. Cesar Chavez Day, March 31
11. Memorial Day, Last Monday in May
12. Admissions Day - Floating Holiday
13. Columbus Day - Floating Holiday

In addition, any other day of national mourning or celebration provided that it has been proclaimed by the Board of Supervisors, and provided that the Board directs the closure of all County offices for public service which are normally closed on holidays. Any such holiday shall be granted only to those employees who are regularly scheduled to work on the day for which such holiday is proclaimed by the Board.

ARTICLE 6. PAID LEAVES (Cont'd)

A. Floating Holidays

Employees who are employed, and not on authorized or unauthorized leave without pay, on Admissions Day, shall be entitled to one-tenth (1/10th) the employee's regularly scheduled biweekly hours, not to exceed eight (8) hours of holiday time. This time is to be taken on a day agreeable to both the employee and the appointing authority. Admissions Day shall not be considered a holiday for payroll purposes.

Employees who are employed, and not on authorized or unauthorized leave without pay on Columbus Day, shall be entitled to one-tenth (1/10th) the employee's regularly scheduled biweekly hours, not to exceed eight (8) hours of holiday time. This time is to be taken on a day agreeable to both the employee and the appointing authority. Columbus Day shall not be considered a holiday for payroll purposes.

B. Eligibility for Holidays

Only employees paid at a biweekly rate are entitled to paid holidays. Employees who are on paid status the entire work day before as well as the entire work day after a holiday shall receive compensation for eight (8) hours of holiday time, which time shall be considered as hours worked. Permanent part-time employees' compensated holiday time shall be equivalent to one-tenth (1/10th) the number of regularly scheduled hours in that employee's biweekly pay period during which the holiday occurred.

C. Holiday Occurring on a Scheduled Day Off

Except for holidays occurring on a Saturday or Sunday, if a holiday falls on an employee's regularly scheduled day off, the employee will receive the equivalent of one-tenth (1/10th) the number of regularly scheduled hours in the employee's biweekly pay period. Sunday holidays will be observed on Monday. Saturday holidays will be observed on Friday.

D. Holidays for Employees Assigned to the Courts

The purpose of this provision is to achieve consistency in the scheduling of holidays for County employees assigned to work in the courts with those holidays observed by the courts and shall not be construed to provide greater or lesser compensation for, or number of holidays than received each fiscal year by employees assigned to work in other County departments.

1. Employees assigned to the courts shall receive those specific holidays observed by the courts even if these holidays are not observed by other County offices and departments; and

ARTICLE 6. PAID LEAVES (Cont'd)

2. Employees assigned to the courts shall not receive any holiday observed by County offices and departments which is not also observed by the courts.
3. Notwithstanding subparagraph D.1, in the event a holiday is observed by the courts that is not also observed by the County, the appointing authority may permit County employees who are authorized to take the day off, to use paid or unpaid leave on the court holiday.

Section 2. Vacation

Vacation is paid time off earned by eligible employees.

A. Eligibility

To earn vacation credit, or become entitled to take vacation, an employee must be paid at a biweekly rate.

An employee's vacation earned becomes available for use as it is accrued, and may be used in the payroll period following the payroll period in which it was earned. However, no vacation credits shall be eligible for terminal payment until the employee has completed a minimum of one year (twelve months) of continuous paid service in his/her current employment.

B. Earnings:

Eligible employees earn vacation credit as follows:

Years of Continuous Service During Present Employment	Vacation Credit For Each Hour of Regularly Scheduled Paid Service	Hour/Day Approx. Equivalent For Full-Time Employees Over One Year (26 Biweekly Pay Periods)
Less than 5	4.615% of working hr.	96 hrs/12 work days
5 to 15	6.548% of working hr.	136 hrs/17 work days
15 or more	8.461% of working hr.	176 hrs/22 work days

The rate of earned vacation shall be changed at the beginning of the pay period following entitlement to such change. Vacation credit is accrued and may be used in tenths of hours.

When an employee is reinstated after layoff or disability retirement, the continuous service date held immediately prior to the layoff or disability shall be used for vacation computation.

ARTICLE 6. PAID LEAVES (Cont'd)

C. Granting Requests, Schedules

The appointing authority determines the time and duration of vacation taken by the employee. Therefore, the advance consent of the appointing authority is required to be obtained by an employee prior to using vacation.

Vacation schedules shall be arranged with particular regard to the needs of the service, and an employee may be required to use vacation for operational or other needs of the department.

D. Maximum Allowable Accumulation – Effective January 10, 2002

1. The balance of an employee's vacation credits of record (including vacation earned but not credited); hereinafter "accumulation" shall not exceed an amount equal to twice the annualized current vacation earnings rate of the employee. This is the employee's "Maximum Balance."
2. In any payroll period, an employee shall earn vacation equal to the *lesser* of:
 - a. The amount specified in Section "B" above; or
 - b. The amount of earnings necessary which, when added to the employee's existing accumulation, will cause the accumulation to equal the employee's Maximum Balance.
3. If, at the end of any payroll period, an employee's accumulation equals or exceeds the employee's Maximum Balance, no vacation credits shall be earned by the employee for that payroll period.
4. Employees whose vacation accumulation exceeds their Maximum balance on the effective date of this agreement will not have the excess credits removed except through normal usage (including Catastrophic Leave donations) or pay down in accordance with Section 2.E. below, or a djustment required to correct an error.
5. The County shall notify employees who have reached eighty percent (80%) of their Maximum Balance.

E. Vacation Credit Paydown

An appointing authority may authorize a portion of an employee's vacation credits to be converted to a cash payment under the following circumstances:

1. The employee's vacation balance has exceeded an amount equal to eighty

ARTICLE 6. PAID LEAVES (Cont'd)

percent (80%) of his/her Maximum Balance; and

2. The employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance; and
3. The employee has used one-half (50%) of his/her authorized annualized vacation accrual for the period inclusive of payroll 07 of the previous fiscal year and payroll 06 of the current fiscal year; and
4. The employee has requested, and been denied, use of vacation prior to reaching his/her Maximum Balance.
5. The paydown shall be limited to an amount which will leave a remaining balance of no less than seventy-five percent (75%) of the Maximum Balance.
6. When an employee is to be paid or credited the monetary value of vacation, such compensation shall be made on the basis of the employee's basic rate of pay at that time plus those applicable premiums or bonuses which are being paid as part of the employee's hourly rate at the time of separation exclusive of any biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout.

F. Extraordinary Case Load Exception

Notwithstanding Section E (3) above, an employee who is assigned to a major, complex, high profile case for which the trial or trial related activities extends over twelve (12) continuous months or more and the employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance, may have vacation credits converted to a cash payment as described in Section E above.

G. Vacation Credits at Separation from County Service

At the time an employee is separated from the County service, the monetary value of all vacation entitlement shall be paid. An employee retiring from County service may be granted a terminal vacation in lieu of being paid its monetary value. An employee on terminal vacation shall not earn any vacation credit.

When an employee is to be paid or credited the monetary value of vacation, such compensation shall be made on the basis of the employee's basic rate of pay at that time plus those applicable premiums or bonuses which are being paid as part of the employee's hourly rate at the time of separation exclusive of any biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout.

ARTICLE 6. PAID LEAVES (Cont'd)

All employees shall participate in the County's 401(a) Terminal Pay Plan. However, only the terminal paychecks (including unused vacation) of those employees who have reached the age of fifty-five (55) shall be placed into the Plan. These terminal paychecks shall be placed into the Plan on a pre-tax basis in accordance with the Plan, all applicable laws and all rules and regulations applicable to the Plan.

H. Injury Leave Exception

Notwithstanding Section E (3) above, an employee who is on injury leave as defined in Section 5 below, for a period of six (6) months or more within the last twelve (12) month period and the employee is, or imminently will be, foregoing vacation credit accruals due to reaching the Maximum Balance, may have vacation credits converted to a cash pay payment as described in Section E above.

Section 3. Bereavement Leave

Bereavement leave is paid leave which is available to an employee at the time of death or funeral of a member of the employee's immediate family as defined below.

A. Eligibility

Only biweekly rate employees on paid status shall be eligible for paid bereavement leave.

B. Amount of Leave

Bereavement leave shall not exceed three (3) work days for the death of a member of the employee's immediate family. Also, an employee shall be entitled to use two (2) days of sick leave as bereavement leave.

C. Immediate Family

Immediate family includes husband, wife, child, stepchild, brother, brother-in-law, stepbrother, sister, sister-in-law, stepsister, grandmother, grandfather, grandchild, parent, stepparent, mother-in-law, father-in-law, or any person serving as a parent, or who has served as a parent, or any other close person living in the same household as the employee.

Section 4. Sick Leave

Sick leave is paid leave earned and granted to an eligible employee for absences from work caused by personal illness or injury, for emergency or routine medical or dental appointments, and for reasonable travel time to and from health care facilities. An employee who is

ARTICLE 6. PAID LEAVES (Cont'd)

incapacitated for work because of pregnancy may be granted sick leave upon presentation of satisfactory evidence from a physician verifying the incapacity.

An employee may also be granted up to a maximum of fifty-two (52) hours of paid sick leave in a twelve-month period for the purpose of caring for a member of his/her immediate family (as defined in paragraph C below) who is ill or injured. In addition, if an employee requests paid sick leave in excess of fifty-two (52) hours in order to care or arrange care for a member of his/her immediate family who is critically or terminally ill, additional sick leave may be granted by the appointing authority. The appointing authority may require satisfactory verification from a physician.

A. Eligibility

Employees eligible to earn sick leave are those employees who are paid at a biweekly rate, and who have regularly scheduled paid service of not less than one-half of the standard eighty (80) hour pay period.

B. Earnings

Eligible employees shall earn sick leave credit at the rate of five percent (5%) of the employee's regularly scheduled hours per pay period. The hour/day equivalent sick leave accrual for full-time employees over one (1) year (26 pay periods) is one hundred four (104) hours, or thirteen (13) days. Sick leave is credited in units of one-tenth (1/10th) of one (1) hour, up to a maximum of four (4) hours, at the beginning of the pay period following the one in which it was earned.

C. Definition of Immediate Family

Immediate family includes husband, wife, child, stepchild, brother, stepbrother, sister, stepsister, parent, stepparent, or any person serving as a parent, or who has served as a parent, or any other person living in the same household as the employee.

D. Use of Sick Leave

Sick leave is available the first day of the pay period following the pay period in which it was earned, and is taken in units of one-tenth (1/10th) of one (1) hour. Use of sick leave is subject to the approval of the appointing authority. Upon request of an employee, the appointing authority may allow the substitution of five (5) or more days of sick leave for paid vacation, provided the employee furnishes a doctor's statement or other satisfactory evidence that the employee was ill or injured for three (3) or more consecutive days.

E. Request for Sick Leave

ARTICLE 6. PAID LEAVES (Cont'd)

Each request for sick leave shall set forth the reasons for the request and such further information as may be required. Each request for more than five (5) consecutive work days of sick leave shall be accompanied by a doctor's verification or other evidence satisfactory to the appointing authority which demonstrates the employee's incapacity to return to work or necessity to be absent. A request because of the death of a member of the employee's immediate family will not require such verification.

Upon request of the appointing authority, an employee shall be required to provide the above-described verification of the proper use of sick leave at any time prior to the expiration of five (5) consecutive work days if the appointing authority has good cause to require such earlier verification and has so informed the employee.

F. Compensation for Unused Sick Leave

1. Employees, who enter County service after July 1, 1979, shall not be eligible for compensation for any of their unused sick leave credits.
2. An employee with ten (10) or more years of continuous service during that employee's present employment who retires, voluntarily terminates, dies, discontinues earning sick leave credits by reason of that employee changing from being paid at a biweekly rate, is elected to County office, or is laid off, shall be paid twenty-five percent (25%) of that employee's accumulated sick leave credits. An employee who received such compensation shall have no right to restoration of any sick leave credit upon return to County service.
3. Employees who earned County service prior to July 1, 1979, and in accordance with the above provisions, shall be compensated for their unused sick leave credits as determined by the following payout ranges:

\$ 11,001	to	\$ 12,000
10,001	to	11,000
9,001	to	10,000
8,001	to	9,000
7,001	to	8,000
6,001	to	7,000
-0-	to	6,000

Cash payout for unused sick leave credits shall not exceed the upper limit of the range at which the employee's unused credits lie as of June 28, 1979.

4. All employees shall participate in the County's 401(a) Terminal Pay Plan. However, only the terminal paychecks (including sick leave, if applicable) of those employees who have reached the age of fifty-five (55) shall be placed into the Plan. These terminal paychecks shall be placed into the Plan on a pre-tax basis in accordance with the Plan, all applicable laws and all rules and regulations applicable to the Plan.

ARTICLE 6. PAID LEAVES (Cont'd)

G. Conversion of Sick Leave Credits to Retirement Service Credit

Upon retirement, deferred retirement, disability retirement from County service, or death, an eligible employee's sick leave balance may be converted into retirement service credits subject to the rules and regulations of the San Diego County Retirement Association, provided that:

- a. The employee has completed ten (10) or more years of continuous service during that employee's present employment; and
- b. The employee's sick leave balance totals three hundred (300) hours or more; and therefore,
- c. Employees with ten (10) or more years of service may convert one hundred percent (100%) of their total sick leave credits.

H. Employee's Options

Notwithstanding the provisions of subsection "G" of this Article, employees eligible under subsection "F" may elect to:

- a. Receive their full cash payment under subsection "F" and then convert their remaining eligible hours under subsection "G".
- b. Waive receiving full cash payment under subsection "F" and convert their eligible hours under subsection "G".

I. Calculation of Compensation for Unused Sick Leave

When an employee is paid the monetary value of sick leave as provided above, such compensation shall be calculated on the employee's basic rate of pay at that time plus those applicable premiums or bonuses which are being paid as part of the employee's hourly rate at the time of separation exclusive of any biweekly fixed dollar amount premiums and any other premiums specifically identified as excluded from terminal payout. Such calculation shall not include any increase in pay which would have occurred had the sick leave been granted, nor shall it include payment for any holidays.

J. Cancellation and Restoration of Sick Leave Credits

1. An employee's sick leave credits shall be canceled, subject to 2. below, upon separation from County Classified Service, or upon changing from a biweekly rate to other than biweekly rate of pay.

ARTICLE 6. PAID LEAVES (Cont'd)

2. Employee sick leave credits accrued at time of separation, and which have not been subject to payout, shall be restored under the following conditions:
 - a. An employee returns to duty within three (3) years after separation because of layoff or disability retirement; or
 - b. An employee returns to duty within twelve (12) months following separation from temporary or seasonal employment; or
 - c. To the extent that recovery is made by the County either through Workers' Compensation Act benefits or claim against a responsible third party, of compensation, including any salary, vacation, sick leave and retirement credits paid an employee during absence on sick leave. Restored credits shall be computed on the basis of the employee's wage rate granted as sick leave during the time of absence. Credits shall be restored in full hour units with fractions of an hour disregarded.

K. Reserve Sick Leave Credit

At time of hire, an employee is credited ten (10) days reserve sick leave pending normal accrual during the first year of employment.

L. Retirement Credit

At the time an employee retires, accumulated sick leave which has not been subject to payoff and which was accrued prior to January 13, 1978, is credited toward length of service for computing retirement benefits.

Section 5. Injury Leave

Injury leave is paid leave granted to a biweekly employee while unable to perform his or her job duties because of a job-related injury, entitled to Workers' Compensation temporary total disability benefits, and is not ineligible under one or more conditions listed in Section 5 (A) herein. Injury leave compensation shall equal the difference between seventy-five percent (75%) of employee's wage rate and employee's Workers' Compensation temporary total disability indemnity.

The appointing authority shall provide release time to allow an employee to attend follow-up medical appointments for accepted work related injuries.

A. Ineligibility

An employee shall not be entitled to injury leave under the following conditions:

ARTICLE 6. PAID LEAVES (Cont'd)

1. Failure to use or wear prescribed safety or personal protective equipment;
2. Failure to follow safety rules and regulations;
3. Where the employee's gross negligence or willful misconduct is a proximate cause of the injury;
4. Any time the appointing authority, upon investigation, certifies that suitable light-duty employment is available, and employee refused to accept it;
5. Injury leave shall not be granted for aggravation, recurrence or sequelae of a pre-existing non-service connected physical disability or any physical condition existing prior to employment by the County, nor for recurrences, aggravation or sequelae of disabilities for which employee has received a permanent disability award or a compromise and release settlement under Workers' Compensation. To the extent the employee is otherwise eligible, sick leave may be granted.

B. Definitions

1. Director: Means Director of the Department of Human Resources;
2. Risk Management Division: Means the Division within the Department of Human Resources which administers the provision of workers' compensation benefits as mandated by the State of California.
3. Safety Rules and Regulations: Means any and all written County or Departmental rules, policies, and procedures, in addition to California Occupational Safety and Health Act (CAL-OSHA) regulations, which relate to prevention of injury in the County work environment.
4. Wage Rate: Means the eligible employee's biweekly rate of pay, plus those specific premiums and/or bonuses which are paid on paid leave. Overtime, and any compensation identified as paid for time worked only and not applicable on paid leave, are excluded.
5. Workers' Compensation: Means those benefits provided pursuant to Division IV of the California Labor Code.
6. Treating Physician: Means any physician listed in Labor Code Section 3209.3 who is authorized by the County and is currently treating the employee for the job-related injury which forms the basis for injury leave eligibility.

ARTICLE 6. PAID LEAVES (Cont'd)

7. Light Duty: Any restriction of hours worked and/or duties performed as a result of a job-related injury where such hours and/or duties are different than the employee's established work schedule and/or regular assigned duties prior to the injury.

C. Request

Each request for injury leave shall be submitted to the employee's appointing authority immediately after medical treatment is obtained on the form prescribed by the Director, accompanied by verification of the treating physician authorized by the County. It shall set forth the reasons for the request and any further information as may be required by the Director.

D. Investigation

1. The appointing authority shall make such investigation as is necessary to determine whether or not facts exist which support the request. Upon concluding the investigation, the appointing authority shall provide a summary of the findings to the Department of Human Resources, Risk Management Division.
2. The Director shall review the findings of the appointing authority and make any further investigation as is appropriate.
3. The Director may grant the request in whole or in part and determine the duration of the injury leave, or may deny the request. The Director shall notify the employee and the appointing authority in writing, if injury leave is denied.

E. Appeal

The Director's decision shall be final unless appealed by the employee. Within ten (10) County business days of postmark or confirmed delivery of the Director's decision, the employee may appeal the decision by requesting arbitration. Written notice requesting arbitration must be presented to the Risk Management Division of the Department of Human Resources within the ten (10) days specified herein. The request for arbitration shall specify wherein the Director allegedly erred.

Selection of Arbitrator. The Risk Management Division will maintain a list of qualified neutral arbitrators from the Superior Court Arbitrator Personal Injury Panel. The Risk Management Division will assign an arbitrator in rotation from the Superior Court Injury Panel to hear the appeal. The arbitrator shall be determined by assigning names from the Panel in alphabetical rotation. These arbitrators shall have workers' compensation experience.

ARTICLE 6. PAID LEAVES (Cont'd)

Authority of the Arbitrator. The arbitrator shall hear the appeal and determine whether or not injury leave should be granted and, if so, its duration by applying only this Injury Leave provision. However, the arbitrator shall have no authority to add to, delete from, or modify this Injury Leave provision. The arbitrator shall submit findings and a decision in writing. The decision of the arbitrator shall be final.

Each party to the appeal before an arbitrator shall bear his/her own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne one-half (½) by the County and one-half (½) by the appellant.

F. Duration of Injury Leave

1. No injury leave may be granted during the first three (3) full calendar days after the employee leaves work as a result of the injury, except where the injury causes disability of more than fourteen (14) full calendar days or necessitates hospitalization within the three day waiting period. In such cases, injury leave may commence the first day the injured employee leaves work or is hospitalized as a result of the injury.
2. The duration of injury leave shall be that determined by the Director, after an investigation. An injury shall be deemed to continue through a recurrence, aggravation, or sequelae of the initial injury for which the leave may be granted. Injury leave shall not total more than seven hundred twenty (720) aggregate hours for the particular injury.
3. If, subsequent to the granting of injury leave for a period of less seven hundred twenty (720) aggregate hours, it appears that leave should be granted for an addition period of time, the employee may request additional injury leave. This request shall be submitted and determined in the same manner as an original request for injury leave, provided that the total duration of the original and additional injury leave shall not exceed that specified in 2. above.
4. In no event shall any injury leave exceed a total of seven hundred twenty (720) aggregate hours, extend beyond five (5) years from the date of the initial injury, nor extend beyond the period in which the employee is employed.

G. Holidays Falling During Injury Leave

A holiday falling during the period of injury leave shall be charged as injury leave and not paid as a holiday.

H. Absence Pending Injury Leave

ARTICLE 6. PAID LEAVES (Cont'd)

When a claim for workers' compensation benefits and/or a final determination of entitlement to injury leave is pending, an employee may take paid leave or compensatory time off. If the employee becomes eligible for injury leave, it shall commence on the date determined by the Director, after an investigation. Any sick leave, compensatory time, or other paid leave used in lieu of injury leave after such date of commencement, shall be restored to the employee's balances, except that if the difference between the paid leave used and the injury leave for the same time period requires that employee reimburse County, the difference shall be deducted from the balances restored, to the extent available.

I. Leave Pursuant to Labor Code Section 4850

Leave of absence without loss of salary pursuant to Section 4850 of the Labor Code (Active Law Enforcement Service) is the counterpart of injury leave. No employee receiving paid leave pursuant to Section 4850 shall be entitled to injury leave.

J. Workers' Compensation and Leave

1. An employee shall not, through a combination of temporary disability indemnity payments and paid sick leave, injury leave or paid leave pursuant to Section 4850 of the Labor Code receive payment in excess of his or her wage rate. The amount paid for such leaves shall be decreased by the amount of any temporary disability for the same period to which the employee is or may be entitled under the Workers' Compensation.
2. If an employee has received his or her wage rate as paid sick leave, and temporary disability back payments covering the same period are made to the employee, then the employee shall be liable to the County for the amount that the combination of such back payments and sick leave exceeds the employee's wage rate. The County may deduct from any future payments it makes to such employee an amount equal to the total of such excess payment. Insofar as practical, such deduction shall be done by a method that will not cause undue hardship to the employee. To the extent that such deductions represent compensation for sick leave used, the employee's sick leave balance shall be restored.
3. Nothing herein contained shall be deemed to affect the employee's entitlement to medical, surgical and hospital treatment or temporary disability indemnity benefits under Worker's Compensation.

ARTICLE 6. PAID LEAVES (Cont'd)

K. Light Duty

Where the injured employee's treating physician authorized by the County recommends light-duty assignment, it will be the responsibility of the appointing authority to arrange suitable light duty. Department of Human Resources may provide staff technical assistance to find a suitable light-duty assignment, one which accommodates the particular restrictions provided by the treating physician.

Section 6. Court Leave (Jury Duty)

Court leave is paid leave granted by the County to an eligible employee to enable that employee to fulfill his/her duty as a citizen to serve as a juror, or as a prospective juror, or to serve as a witness in a court action to which the employee is not a party, before a Federal, Superior, Justice or Municipal Court located within San Diego County or within the employee's county of residence.

A. Eligibility

Only a biweekly employee who has received an order from a court is eligible for court leave. Court leave is not granted when the employee is paid an expert witness fee or when attendance is part of the employee's official County duties.

B. Duration of Leave

Leave is granted for the time the employee is in attendance at court together with reasonable travel time between court and the employee's work location. If attendance at court is for less than a full day, the employee is to return to work, provided that adequate time exists prior to the end of the employee's regular work shift for the employee to so return.

Section 7. Educational Leave

An employee may receive paid leave to attend courses, seminars, workshops or conventions that enhance, improve or add to the knowledge, skills and performance in the employee's County position.

The determination as to when and whether an employee is granted this leave shall be made by the employee's appointing authority; however, such approval shall not be unreasonably withheld. Request for such leave will be submitted in the manner prescribed by the employee's appointing authority.

Section 8. Military Leave

ARTICLE 6. PAID LEAVES (Cont'd)

Any employee who is or becomes a member of the Armed Services, Militia or Organized Reserves of California or the United States shall be entitled to the leaves of absence and employment rights and privileges provided by the Military and Veterans Code of the State of California.

Every military leave shall be subject to review and approval by the Director, Department of Human Resources.

Every request for military leave shall set forth information as the Director, Department of Human Resources requires and shall be accompanied by a copy of the official orders or other official documentation satisfactory to the Director which confirms the employee was required to engage in military service and did perform such service.

Section 9. Administrative Leave

A. Definition

Administrative leave means the employee's non-disciplinary paid absence from duty imposed by the appointing authority under specified conditions.

B. Eligibility

Bi-weekly rate employees shall be eligible to receive administrative leave.

C. Conditions

The appointing authority may direct an eligible employee to take administrative leave only if there is the occurrence, or the likelihood for the occurrence of, emergency or extraordinary circumstances which satisfy either one or both of the following two conditions:

1. The immediate removal of the employee from the County work site is essential to avert harm to the County (including unauthorized destruction or removal of any property or records of the County), the public, other County employees, or the employee himself or herself, and that such circumstances are sufficiently unclear to make a final determination without an investigation of whether the employee contributed or may contribute to such harm.
2. The removal of employee from the County work site is essential to insure the conduct of a full, fair and complete investigation of such emergency or extraordinary circumstances.

D. Ineligibility

ARTICLE 6. PAID LEAVES (Cont'd)

Notwithstanding subsections (B) and (C) above, the employee shall not be eligible to be placed on administrative leave if:

1. The appointing authority is able to avert the occurrence of the circumstances specified under subsections (C) (1) or (C) (2) above, by reassigning the employee to other duties or to a different work site within the department; or
2. The employee agrees to take accumulated paid leave time off at the request of the appointing authority; or
3. The emergency or extraordinary circumstances, referenced under subsection (C) above, are, as a result of the Skelly hearing, sufficiently clear to indicate that the employee's conduct has caused such circumstances and that such conduct constitutes grounds for immediate suspension or termination pursuant to Rule VII of the County of San Diego Civil Service Rules.

E. Procedures

1. The appointing authority shall provide the employee written notice of the administrative leave, its effective date and duration, and the reasons for placing the employee on such leave. A copy of this notice shall be sent to the Director and to the Payroll & Travel Accounting of the Auditor and Controller.
2. The appointing authority shall commence an investigation of the emergency or extraordinary circumstances not later than one working day following the date of the written notice of administrative leave to the employee. The appointing authority may commence such investigation prior to the date of the written notice.
3. If prior to the end of the administrative leave period (as specified in the written notice to the employee), the appointing authority determines that the employee's absence is no longer essential, the appointing authority shall notify the employee that administrative leave is no longer authorized effective the next working day and direct the employee to return to duty on such date. Such notice must be memorialized in writing which shall be provided to the employee upon the employee's return to duty. A copy of this notice shall be sent to the Director and to the Payroll & Travel Accounting of the Auditor and Controller.

F. Duration

1. Administrative leave may be authorized for up to ten (10) working days for each separate and distinct set of emergency or extraordinary circumstances as set

ARTICLE 6. PAID LEAVES (Cont'd)

forth under subsection (C) above. Administrative leave may be extended for up to an additional twenty (20) working days if more time is needed to complete the investigation, subject to the approval of the Director. In cases of criminal investigations by law enforcement agencies or pending Skelly hearings, further leave may be extended upon approval of the Director. The employee shall be notified of any extension of the administrative leave. Such notice may be oral, but must be memorialized in the form of written notice which shall be provided to the employee prior to end of the extension of the administrative leave. A copy of this notice shall be sent to the Director and to the Payroll & Travel Accounting of the Auditor and Controller.

2. The duration of administrative leave, including any extension thereof, shall not continue beyond the day the appointing authority determines, based upon the investigation of the facts and circumstances, that the employee's absence from the County work site is no longer essential.
3. At the end of the ten (10) day period of authorized administrative leave, or thirty (30) day period if extended, the employee shall return to duty, unless:
 - a. Other forms of authorized leave are approved by the appointing authority; or
 - b. A final order of suspension or termination against the employee has been implemented.

Section 10. Catastrophic Leave Program

Leave credits, as defined below, may be transferred from one (1) or more employees to another employee, on an hour-for-hour basis, in accordance with departmental policies upon the request of both the receiving employee and the transferring employee and upon approval of the employee's appointing authority, under the following conditions:

- A. The receiving employee is required to be absent from work due to injury or the prolonged illness of the employee, employee's spouse, parent or child, has exhausted all earned leave credits, including but not limited to sick leave, compensatory time, holiday credits and disability leave and is therefore facing financial hardship.
- B. The transfers must be for a minimum of four (4) hours and in whole hour increments thereafter.
- C. Transfers shall be allowed to cross-departmental lines in accordance with the policies of the receiving department.

ARTICLE 6. PAID LEAVES (Cont'd)

- D. The total maximum leave credits received by an employee shall normally not exceed five hundred twenty (520) hours; however, if approved by his/her appointing authority, the total leave credits may be up to one thousand forty (1,040) hours. Total leave credits in excess of one thousand forty (1,040) hours will be considered on a case-by-case basis by the appointing authority subject to the approval of the Chief Administrative Officer.
- E. The transfers are irrevocable, and will be indistinguishable from other leave credits belonging to the receiving employee. Transfers will be subject to all taxes required by law.
- F. Leave credits that may be transferred under this program are defined as the transferring employee's vacation credits or up to twenty-four (24) hours of sick leave per fiscal year.
- G. Transfers shall be administered according to the rules and regulations of the Auditor and Controller, and made on a form prescribed by the Auditor and Controller. Approvals of the receiving and donating employee, the donating employee's appointing authority and the receiving employee's appointing authority (in the case of an interdepartmental transfer) will be provided for on such form.
- H. This program is not subject to the Grievance Procedure of this Agreement.

Section 11. Professional Time Off

At the discretion of the Appointing Authority and in accordance with any guidelines the Appointing Authority may issue, an employee may be granted professional time off not to exceed a maximum of eighty (80) hours per fiscal year. The Appointing Authority's decision on whether to grant professional time off shall be based on an employee's overall workload associated with assigned projects and caseload. Professional Time Off:

1. Must be approved by the Appointing Authority or the Appointing Authority's designee, either orally or in writing, prior to the commencement of the leave.
2. Shall commence on July 1, 2003.
3. Shall be limited to a cumulative maximum of eighty (80) hours in a fiscal year.
4. Shall be limited to increments of 8 hours, which shall constitute a full workday.

ARTICLE 6. PAID LEAVES (Cont'd)

5. Shall not accumulate or be earned as a matter of right.
6. Has no cash value and is ineligible for terminal payoff.

Section 12. Appeal of Disputes: Paid Leaves

Unless otherwise specifically provided for in this Article, any disputes which arise concerning the application or interpretation of the paid leave provisions of this Agreement shall have recourse to the Grievance Procedure herein and shall not be appealable to the Civil Service Commission.

ARTICLE 7. UNPAID LEAVES

Section 1. Leave of Absence Without Pay

A permanent employee may be granted unpaid leave either with the right to return or without the right to return. Exception: No paid leave of any kind will be granted an employee who is on suspension as discipline.

A. Leave Without Pay with Right of Return

If leave with right to return is granted, after such leave the employee shall be entitled to return to the same class in the same department as was occupied at the commencement of the leave.

At the discretion of the appointing authority, an employee may be granted:

1. Leave without pay for a maximum of sixty (60) work days.
2. Leave without pay to accept a temporary appointment (includes provisional appointments) to a classified or unclassified position in a County department. Such leaves shall be for a maximum of twenty-six (26) biweekly pay periods.
3. Leave without pay when certified by a medical doctor to be unable to perform the duties of the employee's position. Such leave shall be for the duration of the disability but not to exceed one (1) year. However, if an employee is unable to return to work at the end of one (1) year, the employee shall be placed on leave without pay without right to return for a maximum of one (1) year.

While on this additional leave, the employee shall have the right to the first vacancy in the class in the department.

ARTICLE 7. UNPAID LEAVES (Cont'd)

At the discretion of the appointing authority, and approval of the Director, Department of Human Resources, an employee may be granted:

4. Leave without pay for good cause, other than illness, up to twenty-six (26) biweekly pay periods. Such leaves may be extended a maximum of twenty-six (26) biweekly pay periods by the Director if circumstances warrant.

B. Leave Without Pay Without Right of Return

If leave without pay without right of return is granted, after such leave, the employee shall have no entitlement to return to the same class in the same department as he/she occupied at the commencement of the leave.

The Director, Department of Human Resources, may, with proper justification, grant a leave without pay without right to return for a maximum of twenty-six (26) biweekly pay periods. At the expiration of this leave, if an employee is not offered an opportunity to return to the same class in the same department, the employee shall be deemed to be absent without leave.

C. Leave Without Pay - Staff to Elected Official

The Director, Department of Human Resources, may grant a leave without pay to a classified employee for an indefinite period of time to accept an unclassified position as staff to an elected official. This leave may be either with or without the right to return.

D. Cancellation of Leave Without Pay

If an employee violates the conditions upon which leave without pay is granted, the Director, Department of Human Resources, may cancel said leave. In such instances, the employee may be deemed to have resigned on the date designated by the Director.

E. Special Leave

Notwithstanding any other provision of this Article, the appointing authority, for good cause, may grant a permanent employee a voluntary leave of absence without pay with right to return for a maximum of twenty-six (26) biweekly pay periods. Leave pursuant to a sabbatical leave program approved by the Appointing Authority shall be considered leave for good cause.

F. Voluntary Furlough (Short Term)

ARTICLE 7. UNPAID LEAVES (Cont'd)

Notwithstanding any other provisions of this Article, the appointing authority, on approval of the Chief Administrative Officer, for good cause may grant a permanent or probationary employee a voluntary leave of absence without pay with right of return to the same position subject to the following conditions:

1. Leave must be taken in increments of one (1) full regular workday for the eligible employee (e.g., 8, 9, 10 or 12 hours).
2. Such leave shall be available only during a period or periods of time designated by the Board of Supervisors as times of economic hardship.
3. The amount of leave time taken during the period authorized by the Board of Supervisors shall not exceed the total number of hours in one (1) regular pay period for the eligible employee.
4. Credits toward sick leave, vacation and holiday eligibility shall accrue as though the employee were on paid status.
5. Time on this special unpaid leave shall apply toward time in service for completion of probation and toward seniority for purposes of layoff.
6. Such leave is available only to employees who are on paid status the entire work day before as well as the entire work day after the work furlough days.
7. Employees on other leave without pay shall not be eligible for work furlough.

G. Voluntary Furlough (Long Term)

Upon determination by the appointing authority that work force reductions may be necessary in the department, the appointing authority, with the approval of the Director, Department of Human Resources, may grant a corresponding number of permanent employees leave without pay with right of return to the same class in the department in which the leave was granted for up to twenty-six (26) biweekly pay periods subject to the following conditions:

1. In the event that there is no vacancy upon expiration of the leave, the employee may displace an employee in the same class who has fewer layoff rating points. In the event that there is no vacancy, and no employee in the same class with fewer layoff rating points, an additional leave of up to twenty-six (26) biweekly pay periods shall be granted during which the employee, if still physically fit, may fill the first vacancy which occurs in the same class.

ARTICLE 7. UNPAID LEAVES (Cont'd)

2. The employee who is granted this type of leave shall continue to accrue seniority for purposes of calculating layoff rating points in the same manner as if on paid leave.
3. It is understood that employees granted this type of leave will not be eligible for unemployment compensation benefits while on leave.
4. It is understood that employees granted this type of leave will not accrue sick leave or vacation credits while on leave.
5. It is understood that the County's share of health insurance premiums for the employee will not be paid during this type of leave, but that the employee may continue such coverage at his/her own expense.

H. Appeal of Disputes: Unpaid Leaves

Any disputes which arise concerning the application or interpretation of unpaid leave provisions of this Agreement shall have recourse to the Grievance Procedure herein and shall not be appealable to the Civil Service Commission.

Section 2. Family Medical Leave

A. Definition

Family Medical Leave is unpaid time off which may be granted to an eligible employee. Family Medical Leave shall be in accordance with the federal Family and Medical Leave Act of 1993 ("FMLA"), Public Law 103-3, 107 Stat. 6 (29 USC 2601 et seq.) as well as California Family Rights Act of 1991 ("CFRA") pursuant to Govt. Code Section 12945.2, administrative regulations promulgated by the California Fair Employment and Housing Commission, subject to the conditions set forth below under this Article.

B. Eligibility

Family Medical Leave shall apply to all biweekly rate employees who have been employed by the County for at least twelve (12) months and for at least one thousand two hundred and fifty (1,250) hours of service during the twelve (12) month period immediately preceding the commencement of the leave are eligible for FML and who meet all the eligibility requirements of the FMLA or the CFRA.

C. Conditions

ARTICLE 7. UNPAID LEAVES (Cont'd)

1. The employee shall give notice to the appointing authority of the need for FML by completing the required forms.
2. The requested leave will be counted against the employee's annual FMLA and California Family Rights Act ("CFRA") entitlement as well. This notice shall refer to the leave as "FML".
3. If an employee is requesting leave for more than three (3) days due to their own serious health condition or a serious health condition of a family member, they must provide medical certification on the form entitled "Certification of Health Care Provider" (Form DHR EB-20). If an employee does not submit a medical certification, FML may not be granted. Under certain circumstances, recertification of the serious health condition may be required.
4. The employee is required by the County of San Diego to substitute accrued vacation or other applicable paid leave in lieu of FML unpaid leave if the employee is eligible for the paid leave according to the County's paid leave provisions. Such paid leave usage will be counted against the employee's FML duration entitlement.
5. The County will continue to make its regular contributions towards insurance premiums for up to twelve (12) weeks of FML in order to maintain insurance benefits. The employee will be required to continue to pay their share of their regular insurance premium payments during FML. During FML unpaid leave, these payments must be made by check or money order to the County's Employee Benefits twice-monthly. Premium payments may be made in advance or the County will recover these payments from the employee upon their return to work.
6. The employee will be required to provide a fitness-for-duty certification before returning to work, unless the appointing authority determines that the certification is not necessary as more fully set forth in County Compensation Ordinance Section 4.3.12.
7. Following FML leave, the employee is entitled to return to the same or an equivalent job upon return from leave. However, should the employee exhaust their FML leave and continue on some other form of County unpaid leave, they may not be entitled to return to their previous position.
8. The employee may be liable for the payment of health insurance premiums paid by the County during their FML leave if the employee does not return to work for at least thirty (30) days after taking FML leave as more fully set forth in County Compensation Ordinance Section 4.3.12.

ARTICLE 7. UNPAID LEAVES (Cont'd)

ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENDITURES

Section 1. License Reimbursement

The County shall reimburse any permanent employee, who works at least eighty (80) hours per biweekly period, for the cost of renewing any license or certificate the employee is required to possess as a condition of employment by the County, which the employee is required to renew during the term of this Agreement.

A. California Bar Fee Reimbursement

Employees in Classes 3915, 3916, 3917, 3923, 3924, 3925, 3926, 3927, 3928, or 3929 who are required by the State Bar Association to be an active member of the California Bar in order to practice law on behalf of the County and is prohibited by Section 604 of the Charter from private practice while employed in such class, shall be reimbursed by the County for such annual active California Bar membership fee.

B. California District Attorneys Association (CDAA) Dues

An employee in a class set forth in A. immediately above, who is or becomes a member of the CDAA, shall be reimbursed by the County for the CDAA annual membership fee of up to fifty dollars (\$50).

C. San Diego County Bar Association Dues

A permanent employee in a class set forth in A. above, who is or becomes a member of the San Diego County Bar Association, shall be reimbursed by the County for the basic dues for annual membership.

This reimbursement shall not cover any costs to the employee of becoming eligible for, or initially obtaining, such license. Reimbursement shall also not apply to any license necessary for the legal operation of vehicles or mechanical equipment.

Section 2. Mileage and Use of County Cars

A. Mileage

Employees certified by the department head as required to travel on business for the County and who have been duly authorized to use, and uses, a privately-owned automobile or truck, shall be allowed and reimbursed on a monthly basis at the Internal Revenue Service (IRS) reimbursement rate for mileage. In the event the IRS increases

ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENDITURES (Cont'd)

the reimbursement rate for mileage, the County will adjust the mileage reimbursement rate to equal the new IRS rate as soon as practical, not to exceed sixty (60) days from the effective date of the IRS increase.

B. Use of County Cars

An employee, when required to travel on business for the County, shall be given an option to use a County-provided vehicle, subject to availability, or a privately-owned vehicle.

In the event that a gasoline rationing/allotment program is mandated by Federal or State action, it is not the County's intent to require an employee to use his or her personal allocation for County business without the employee's consent.

Section 3. Parking and Transportation

A. Parking

This Section does not guarantee the provision of free parking spaces for employees. County parking lots, where available, will have the spaces contained therein designated in the following priority:

1. Disabled
2. Public
3. County-owned vehicles
4. Official County business - transient
5. County employees who participate in carpools
6. County employees who do not participate in carpools.

An employee who participates in carpools (2 or more persons per vehicle, 4 days per week minimum) shall be entitled to preferential parking spaces, when available.

At the County's request, this section may be re-opened during the term of this Agreement.

B. Transportation Reimbursement for Certain Downtown Locations and Discounted Bus Pass Benefit

The County shall reimburse or provide a discount for all employees paid on a biweekly basis except those on an "hourly" or "special rate" pay basis for costs incurred in traveling to and from work, as follows:

ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENDITURES (Cont'd)

1. Up to sixty-five dollars (\$65.00) reimbursement per month for each eligible employee who purchases a San Diego Metropolitan Transit Development Board "Ready Pass" (which includes trolley usage) or County Transit System bus pass, or North County Transit District "Coaster Plus Pass" or "Coaster 10-Trip Ticket", or similar monthly pass. Employees are eligible to participate in the Transit Pass Program after the first day of the month following their date of hire. An employee will not be reimbursed for any amount in excess of the actual cost of the pass; or
2. Fifty dollars (\$50) reimbursement per month for each eligible employee who incurs parking expenses (excludes on-street, metered parking) at the below locations; or
3. Twenty-five dollars (\$25) reimbursement per month for each eligible employee who incurs expense as a participant in the County Ride-Sharing Program at the below locations.

Applicable locations for 2) and 3) above: San Diego Courthouse, Hall of Justice and Jail, and the Wells Fargo Building. Eligibility for 2) and 3) above is to be determined through certification by the appointing authority that the employee has incurred either, a) parking expense of at least fifty dollars (\$50); or b) expense as a participant in the County Ride-Sharing Program of at least twenty-five dollars (\$25) per month, subject to the rules and regulations of the Auditor and Controller. The administration of transit passes shall be subject to the rules and regulations of the Auditor and Controller.

Section 4. Repayment of Specialized Training Expenses

- A. The County may recover specialized training expenses from an employee who terminates employment within one (1) year of completion date of such training consistent with the following schedule of reimbursement:

<u>Completion Date</u>	<u>Reimbursement</u>
Within 3 months	100%
After 3 months - before 6 months	50%
After 6 months - before 12 months	25%
After 1 year	0%

- B. In cases where specialized training is to be made available, the Appointing Authority shall include in the request for training authorization a signed agreement between the County and the employee which provides that training costs in excess of one thousand

ARTICLE 8. ALLOWANCES FOR WORK-RELATED EXPENDITURES (Cont'd)

five hundred dollars (\$1,500) for any single training session or related series of training sessions will be reimbursed to the County if the employee terminates prior to one (1) year for any reason other than death, disability retirement or judicial appointment.

- C. Training costs shall be calculated to include:
 - 1. Travel expenses
 - 2. Meals and lodging expenses
 - 3. Registration or tuition expenses
 - 4. Books and other related materials expenses

- D. At the request of the Appointing Authority, the Chief Financial Officer may consider a reduction of, or a complete release from, the employee's obligation if extreme hardship can be demonstrated in writing.

- E. Specialized training is determined by the Appointing Authority, and generally does not include conferences or training that is required for performing the basic functions and duties of employee's classification.

- F. Further, this provision shall not apply to training with no net cost to the County by virtue of being covered by an offsetting grant or other reimbursement.

ARTICLE 9. EMPLOYEE BENEFITS

Section 1. Retirement

Retirement benefits for employees hired on or prior to September 30, 1978, shall be those established for Tier I of the General Retirement Program for eligible employees.

Retirement benefits for employees hired on or after October 1, 1978, shall be those established for Tier II of the General Retirement Program for eligible employees.

The County shall pay the rate prescribed for employer contributions into the General Retirement Fund for the Tier I and Tier II programs in accordance with the law and the rules and regulations governing such employer contributions.

Each employee shall pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution for the appropriate General benefit Tier into the appropriate fund in accordance with the rules and regulations governing such employee contributions.

The Board of Supervisors shall adopt the employee retirement contribution rates recommended by the Retirement Board within ninety (90) days after the beginning of the immediately succeeding fiscal year from the date the recommendation is made.

A. Elimination of Tier II

Effective March 8, 2002 (hereinafter designated "effective date"), based upon their Tier II general and/or Tier II safety statuses, retirement benefits for employees hired on or after October 1, 1978, shall be respectively converted prospectively to those established for Tier I of the General Retirement Program and/or Tier I of the Safety Retirement Program for eligible employees. Upon March 8, 2002, such employees shall pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution for their respective General and/or Safety benefit Tier I into the appropriate fund in accordance with the law and rules and regulations governing such employee contributions.

The County shall pay the accrued liability for previous service before March 8, 2002, for the elimination of Tier II general and/or Tier II safety conversion to Tier I general and/or Tier I safety status and pay the rate prescribed for employer contributions into the General and/or Safety Retirement Fund for the Tier I program in accordance with the law and rules and regulations governing such employer contributions.

Any active eligible member in the safety or general retirement program who has paid or is currently paying to convert their previous Tier II general and/or Tier II safety statuses to Tier I general and/or Tier I safety statuses, may file a reimbursement claim for the specific conversion amounts paid with the County within sixty (60) days after March 8,

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

2002. The County will provide rules and forms for implementing the reimbursement claim payment.

B. Optional Formula Enhancement – Tier A For General Members

Effective March 8, 2002, based upon their Tier I general status, eligible employees shall have the option as described below, to be covered by an enhanced retirement formula "Tier A" that provides formulas including formulas of two percent (2.0%) at age fifty (50), two and one half percent (2.5%) at age fifty-five (55) and three percent (3.0%) at age sixty (60) consistent with law and subject to the rules and regulations of the San Diego County Employees Retirement Association.

Eligible employees may make an irrevocable election, on a form provided by the County, for such enhancement formula Tier A during a one-time window period tentatively beginning at 8:00 a.m. on December 1, 2001 and ending at 5:00 p.m. on February 28, 2002.

Retirement benefits for employees hired on or after March 8, 2002, shall be those established for Tier A of the General Retirement Program for eligible employees.

Upon March 8, 2002, such employees electing the General members enhanced retirement formula Tier A shall pay, via payroll deduction, the amount prescribed by the rate established for each employee's contribution for the General benefit Tier A and/or Safety benefit Tier I into the appropriate fund in accordance with the law and rules and regulations governing such employee contributions.

The County shall pay the accrued liability for previous service before March 8, 2002 for the enhanced retirement formula Tier A and pay the rate prescribed for employer contributions into the General Retirement Fund for the Tier I or Tier A and/or Safety Retirement Fund for the Tier I program in accordance with the law and rules and regulations governing such employer contributions. Notwithstanding the provisions of "A" above and "B", the employer and employee contribution rates are subject to annual San Diego County Employees Retirement Association actuarial reviews and establishment of rates.

The implementation of retirement benefit changes in this proposal is subject to the condition imposed by applicable County retirement laws under Government Code sections 31644.1 et. seq. and 31676.17 et. seq. which require that such changes may only be implemented when such retirement benefit changes for active general or safety members represented by the Association are able to be implemented by the County for all active County general or safety members, respectively.

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

C. Retirement Offset

1. Notwithstanding the above, unless modified by subsection C.2 hereinbelow, the County will offset a portion of the employee's prescribed rate. The County shall, therefore, contribute seven percent (7.0%) of each employee's prescribed amount, but no more than the employee's established rate. In the event that the employee's rate is less than seven percent (7.0%), the employee shall not be credited with the difference. Upon termination, employees shall have no vested right in the amount of the retirement funds contributed by the County on their behalf.
2.
 - a. For employees in classifications covered by this Agreement initially hired on or after March 15, 1996, such employees shall receive one-half ($\frac{1}{2}$) of the retirement offset established in subsection C.1 of this Article. Further, upon completion of five (5) full years of continuous service in the County retirement system, the employee shall receive the full retirement offset, in which case, subsection B.1. hereinabove shall apply.
 - b. Notwithstanding subsection C.2.a. hereinabove, the County has the right to:
 - i. determine which classification(s), if any, shall be exempted from provision C.2.a.;
 - ii. implement such exemption determinations as the County deems advisable.

- D. Thirty-year Employees: The County shall provide a payment of two hundred and seventy-five dollars (\$275) once annually to employees who have no contribution to the retirement fund. To be eligible for this payment, the employee must have attained thirty (30) years of qualifying retirement service credit in accordance with the law, rules and regulations governing such credit on the last day of Payroll #02. Such one-time payment shall be made on the payday for Payroll #04.

E. Renegotiation

The County and the Association acknowledge and agree that all provisions of this Agreement, and specifically including Article 9, Section 1, Retirement, and Article 9, Section 1 (C), Retirement Offset, together with those other matters within the scope of representation, are subject to renegotiation upon the expiration of this Agreement.

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

Section 2. Insurance/Flexible Benefit Plan

Employees employed on a full-time (80-hour biweekly) basis shall be eligible for insurance benefits. Employees employed on a part-time basis and who are regularly scheduled to work one-half (½) time or more (40 hours or more in an 80-hour biweekly pay period) and paid on a biweekly pay basis shall be eligible for insurance benefits plans.

A. Flexible Benefits Plan

A flexible benefits plan, which shall be in accordance with Section 125 of the Internal Revenue Code, was implemented for eligible employees covered by this Agreement on October 1, 1990.

1. Plan Design. The flexible benefits plan is a cafeteria-style benefits program wherein the County will make a contribution towards the Flexible Benefits Plan for each eligible employee to be allocated during the employee's active employment. The County contribution is to be distributed by the employee among the menu of benefit options listed below, the specific details and administration of which are set forth in the plan brochures:

"Core" Benefits:

- Health insurance
- County basic life and AD&D insurance

Optional Benefits:

- Dental insurance
- Vision insurance
- Supplemental life insurance
- Supplemental accidental death and dismemberment insurance (AD&D)
- Flexible spending accounts for pre-tax reimbursement of qualified medical and/or dependent day care expenses. Account credits must be used during the plan year in which they are earned for expenses incurred during the same plan year.
- The plan may be modified upon written notice by the County.

This plan includes for eligible employees pre-tax contributions for all monies paid towards health, dental, vision and/or voluntary AD&D plans.

2. Coverage.

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

- a. All eligible employees are required to have the following minimum "core" benefits for the employee only:
 - County health insurance unless properly waived
 - County basic life and AD&D insurance
 - b. Coverage by County Spouse: An eligible County employee married to another eligible County employee and who submits satisfactory "proof of health insurance" coverage may elect health insurance coverage as a dependent under the spouse's primary plan. In such a case, the employee covered as a dependent will have the "employee only" County contribution amount available to apply towards the employee's Flexible Benefits Plan during the employee's active employment.
 - c. Proof of Coverage: Employees who submit satisfactory "Proof of Health Insurance Coverage" may elect not to be covered by the County's health insurance plans. This election may only be made during the County's open enrollment period or during the year as the result of a qualifying "change in status" as defined by Section 125 of the Internal Revenue Code. For employees waiving primary participation in a County-sponsored health plan, the County's contribution will be deposited into the employee's Flexible Spending Account.
 - d. Domestic Partner: An employee may elect to cover a domestic partner under the County's health, dental or vision plans. To cover a domestic partner, the employee must meet and agree to the specifications set forth on an "Affidavit of Domestic Partnership." Any premium paid by the County on behalf of the domestic partner or the domestic partner's dependent(s) shall be considered taxable income to the employee with domestic partner coverage pursuant to the provisions of the Internal Revenue Code.
3. County Contribution Towards Flexible Benefits Plan. Insurance premium costs shall be borne by the employee excepting that the County shall make the following contribution per month towards the Flexible Benefits Plan (which includes health insurance). The employee's insurance premium costs will be reduced by the amount the employee elects to distribute to his or her insurance premium costs from the County's contribution towards the Flexible Benefits Plan. The County's contribution towards the Flexible Benefits Plan shall be:

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

From June 27, 2003 to September 30, 2003:

	Per Month	Approximate* Annual
Employee Only	\$252.00	\$3,024.00
Employee + 1	\$329.00	\$3,948.00
Employee +2 or More	\$417.00	\$5,004.00

* Based on 12 months of employment.

From October 1, 2003 to September 30, 2004:

	Per Month	Approximate* Annual
Employee Only	\$258.00	\$3,096.00
Employee + 1	\$345.00	\$4,140.00
Employee +2 or More	\$453.00	\$5,436.00

* Based on 12 months of employment.

From October 1, 2004 to September 30, 2005:

	Per Month	Approximate* Annual
Employee Only	\$264.00	\$3,168.00
Employee + 1	\$361.00	\$4,332.00
Employee +2 or More	\$489.00	\$5,868.00

* Based on 12 months of employment.

From October 1, 2005 to September 30, 2006:

	Per Month	Approximate* Annual
Employee Only	\$270.00	\$3,240.00
Employee + 1	\$377.00	\$4,524.00
Employee +2 or More	\$525.00	\$6,300.00

* Based on 12 months of employment.

4. Effective Dates of Eligibility Under the Flexible Benefits Plan. The effective date of eligibility under the Flexible Benefits Plan for new employees shall be the first

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

day of the month following month of hire provided that the employee has completed and returned all enrollment forms within the month of hire. If completed forms are not received by the end of the month of hire, benefits will be effective the first day of the month following receipt of completed forms. All forms must be received by Employee Benefits within thirty (30) days of hire in order for benefits to commence. Eligibility shall terminate on the last day of the month in which an employee last had paid service provided that the employee's portion of the health insurance premium is paid for such period.

Notwithstanding the above, eligibility for all flexible benefits plan features which are in addition to health insurance shall be thirty (30) days after the effective date on which health insurance coverage begins.

5. Employee Health Insurance Coverage During Leaves of Absence

- a. Life Insurance. Employees on leave without pay for any reason, including suspension, may continue their health and life insurance coverage for up to six (6) full months. Employees choosing to continue their life insurance shall pay all premiums in advance for the first three (3) months of continuance and shall pay further premiums in quarterly payments thereafter no later than the 21st of the last month of each quarter. Employees may pay all premiums required for the entire six (6) month leave period in advance. In the event an employee who is on leave without pay does not pay premiums in advance, the coverage shall be discontinued. Such employees shall be entitled to re-apply upon return to work subject to medical insurability acceptable to the insurance provider.
- b. Medical Insurance. In accordance with the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) of 1986 (Pub. L. 99-272), employees may also continue their health, dental and/or vision insurance coverage for up to eighteen (18) full months following the month in which the leave commenced.

In the event an employee who is on leave without pay does not pay medical insurance premiums in advance, the coverage shall be discontinued. Such employees shall be entitled to re-enroll in the same health plan enjoyed previous to leave without pay, within 30 days from the date they return to work. Effective date of coverage will be the first day of the month following receipt of enrollment forms in Employee Benefits. With certain health plans, re-enrollment is contingent upon medical insurability.

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

The commencement of leave without pay shall be considered a "qualifying event" as defined under COBRA by virtue of the employee's reduction in working hours. Employees who elect coverage under COBRA by choosing to continue their medical insurance shall pay one hundred two percent (102%) of the applicable premium and shall be subject to the same administrative requirements as all other COBRA group plan members. Premiums will be calculated and paid by the employee at least one (1) month in advance.

6. The administration of these benefits is subject to the rules and requirements of the Department of Human Resources.

B. Life Insurance

1. The County's Flexible Benefits Plan shall include, as "Core Benefits":
 - a. A Life Insurance Policy of one (1) times the employee's annual salary up to one hundred fifty thousand dollars (\$150,000) maximum and fifty thousand dollars (\$50,000) minimum. At age seventy (70), this will be reduced by forty percent (40%) and at age seventy-five (75) by sixty percent (60%).
 - b. An Accidental Death & Dismemberment policy of one (1) times base annual pay up to one hundred fifty thousand dollars (\$150,000) maximum and fifty thousand dollars (\$50,000) minimum. The coverage under this policy is available no matter where or when the accident occurs. At age seventy (70), the coverage will be reduced by forty percent (40%) and at age seventy-five (75) by sixty percent (60%).
 - c. Disability Insurance. Coverage of two-third (2/3) of employee's salary up to eight thousand dollars (\$8,000) per month. Benefits are to start ninety (90) days after disability and continue to age sixty-five (65) or until disability ends. For disabilities commencing between age sixty (60) and seventy (70), the benefits duration is decreased slightly for each year of increased age; benefits cease at age seventy (70). Benefits are integrated with Social Security, Worker's Compensation, and Retirement Disability plans.
 - d. The County shall provide the insurance plans described in items a, b, c, and d in section B "Life Insurance", subsection 1 hereinabove, for each eligible employee at no expense to the employee.

ARTICLE 9. EMPLOYEE BENEFITS (Cont'd)

Section 3. Deferred Compensation

Employees shall be eligible to participate in the Deferred Compensation Program provided and administered by the County or the County's selected administrative agent (or agency).

ARTICLE 10. PERSONNEL PRACTICES

Section 1. Layoff Procedure

A. General

When the Board of Supervisors determines it is necessary through lack of work or funds, to reduce the number of employees in any class covered by this Agreement, the appointing authority of the department concerned shall notify the Director in writing of the number of employees to be laid off, the class title, and the date the employees are to be laid off. Upon receipt of such notice, the Director shall give to the appointing authority, the names of the employee who should be first laid off in accordance with this procedure.

B. Exceptions

1. Suborganizational Layoff. When the appointing authority so requests, the Civil Service Commission, upon finding that it is in the public interest, may authorize an appointing authority to lay off employees within a division, office, section, institution or other subdivision of an office, department or institution instead of laying off employees from the office, department or institution as a whole. In such case, the foregoing provisions shall be applied to the division, office, section, institution or other subdivisions within which the Civil Service Commission has authorized the layoff.
2. Required Specialized Skills. When the appointing authority so requests, employees who perform required services and possess specialized knowledge, and/or skill not possessed by other employees in the Department and which are necessary to the operation of the Department, may be excepted from layoff, as authorized by the Civil Service Commission pursuant to a finding that such exception from layoff is in the public interest.

C. Notice of Layoff

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

1. DHR Notice to Department and to Association. Prior to the occurrence of a layoff, the Director, shall provide written notice to the Association when the Department is notified of any employees covered by this Agreement, who are identified for layoff. This notice shall list all persons in the affected class including the number, class title, seniority rating, and date on which affected employees are to be laid off.

2. Appointing Authority Notice to Employees. Upon receipt of the layoff list, the appointing authority shall prepare and serve a Notice of Layoff. The notice shall contain the following information:
 - a. The effective date of layoff;
 - b. The seniority rating of the employee computed by the Director;
 - c. The seniority ranking of the employee on the layoff list for the particular class involved in the layoff;
 - d. The total number of layoffs for the particular class;
 - e. A statement of the computation of seniority ratings and rankings;
 - f. A copy of the complete layoff list compiled by the Director showing the seniority rating for each employee on the layoff list;
 - g. A statement that the employee has the opportunity to contact the Director or designated representative no later than five (5) business days after receipt of the Notice of Layoff to inspect the records relating to the computation of the layoff list including the employee's seniority rating and ranking, and to meet with the Director or designated representative, regarding any corrections related to such list, rating or ranking. The employee shall be informed that failure to contact or meet with the Director or designated representative within the prescribed period will be deemed a waiver of any objections that might have been raised regarding the list, rating, or ranking.
 - h. A statement that the layoff will be effective on the date indicated unless the appointing authority advises the employee in writing otherwise prior to the effective date and time set forth on the notice;
 - i. A copy of provisions of Rule XIV of the Rules pertaining to layoff.

D. Approval and Service of Notice

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

The Notice of Layoff shall be approved by County Counsel prior to its distribution to any employee. The Notice of Layoff shall be served, either personally or by mail, on an employee at least fifteen (15) calendar days prior to the effective date of the layoff.

E. Order of Layoff

Except for permanent employees who volunteer to be laid off, the order of layoff within the class and in the Department, shall be in the following order (the appointing authority may lay off a volunteer for layoff at any point in this order):

1. Provisional Employee. Definition: An employee who has not completed a probationary period and who has not been appointed to his/her present class from an eligible list.
2. Certified Temporary Employee. Definition: An employee who has not completed a probationary period and has been temporarily appointed from an eligible list for a specified period.
3. Probationary Employee. Definition: An employee who has been appointed to a permanent position from an eligible list and is currently serving, but who has never completed, a probationary period.
4. Permanent Employee. Definition: An employee who has completed a probationary period or a permanent employee who is serving a probationary period in the same or a different class.

Permanent employees shall be laid off according to the layoff ratings, lowest ratings first. The order of layoff within categories (1), (2), and (3), and for permanent employees with equal layoff ratings, shall be at the appointing authority's discretion. Employees on leave shall be laid off or demoted in lieu of layoff as if they were active employees.

F. Seniority

Seniority is the employee's total hours of continuous County service. All service of a blanketed-in employee shall, for the period prior to classification to the position, be credited for seniority purposes whether or not it was continuous. All seniority is lost upon resignation or dismissal. Any employee who has gained permanent status and is laid off, shall, if reinstated, regain his/her seniority credit possessed at the time he/she was laid off.

G. Calculation of Layoff Rating

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

1. Continuous-service-date to July 1, 1985 ("historical" layoff rating). The purpose of this "historical" layoff rating is to calculate employees' service credit for purposes of the past to the date of the last full pay period June 21, 1985, or implementation of this procedure, whichever is later. These points will constitute employee's layoff rating for the past, to which the points calculated for prospective implementation (standard layoff rating) will be added as provided below:

Historical layoff rating: One (1) point for each hour of continuous (unbroken) service from last date employee was hired into the classified service (80 points for each full biweekly pay period).

2. Standard layoff rating. One (1) point for each hour of paid service (excludes all unpaid leaves or periods of suspension but includes short-term voluntary work furlough), after the day specified in (a) above, or implementation of this procedure, whichever is later.
3. Formula for combining historical and standard layoff ratings. Employees in classes identified for layoff shall have their seniority calculated as follows to combine historical and standards ratings:

Total historical ratings: _____ Hrs.
Plus: standard rating: _____ Hrs.
Total: _____ Hrs./Points

The total of these two ratings shall constitute the employee's official layoff rating.

H. Demotion in Lieu of Layoff

The appointing authority shall determine by class, subject to review by the Director, whether demotion shall be afforded employees as an option in lieu of layoff.

At the request of the appointing authority, a permanent employee shall, in lieu of layoff, be afforded the option of demotion within the same department to a position in a lower class, provided that no such demotion shall in turn require the layoff or demotion from such lower class of any employee whose layoff rating is at least as high as that of the demoting employee. A probationary employee may be afforded the opportunity to accept a demotion within the same department to a position in a lower class provided no such demotion shall in turn require the layoff of any employee in the lower class. Such probationer shall not become permanent in the lower class by this action except by completing a new full probation period in such lower class.

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

I. Cash in Lieu of Compensatory Time Off

The Board of Supervisors may approve the payment of cash in lieu of compensatory time off for any employee who is laid off when such payment is in the best interests of the public service.

J. Eligibility to be Placed on Reinstatement List

A permanent employee who is laid off, demoted in lieu of layoff, or whose compensation ordinance position is to be deleted as a result of the Board of Supervisors having had a second reading of an Ordinance amendment to delete the position, shall have his/her name placed on the reinstatement list for the class from which the employee is, or is to be, laid off or demoted in lieu of layoff. Employees shall be on the reinstatement list for two (2) years except that an employee who three (3) times refuses an offer of reinstatement to the class from which he/she was laid off, or to a class of equal status, or fails to respond to an offer of reinstatement, shall have his/her name removed from the reinstatement list following said refusal. In addition, if the employee on the reinstatement list is appointed to a class from which he/she was laid off, or to a different class of equal or greater status than the reinstatement list class, then his/her name shall be removed from the reinstatement list. An employee who accepts an offer of reinstatement to the class from which he/she was laid off shall also be removed from the reinstatement list upon the date of reinstatement. The placement on the reinstatement list shall be determined in the same manner as for the order of layoff except in the inverse order thereof.

Employees on the reinstatement list shall have the first right of reinstatement to any vacancies in any department for the class for which he/she is eligible for such reinstatement, subject to the following:

1. A new probationary period shall not be required of an employee reinstated to a department from which he/she was laid off.
2. A new probationary period shall be required of an employee reinstated to a different department than that from which he/she was laid off, except that failure of probation shall return the employee to the reinstatement list. In no event shall such failure of probation extend the employee's placement on the reinstatement list beyond two years from the date of placement on it.
3. A reinstated employee will regain his/her seniority credit possessed at the time he/she was laid off, which shall count for purposes of vacation accrual rate and step increase. In addition, the employee's sick leave balance (except for that portion for which the employee paid cash at the time of layoff), and compensatory time off balance accrued as of layoff, shall be reinstated.

ARTICLE 10. PERSONNEL PRACTICES (Cont'd)

Section 2. Job Sharing

Requests for job sharing may be submitted to the appointing authority who will consider them on a case-by-case basis.

Section 3. Smoking

The administration and regulation of smoking in County facilities shall be in accordance with the amended Ordinance (New Series), County of San Diego Administrative Manual/Board of Supervisors Policy, as adopted by the Board of Supervisors and administered by the Chief Administrative Officer.

Section 4. Drug and Alcohol Use Policy

The County and the Association agree on all negotiable provisions of the DRUG & ALCOHOL USE POLICY. This Policy is implemented by inclusion in the County's DRUG & ALCOHOL USE POLICY (which this policy is a part thereof) through appropriate approvals and adoption by the Board of Supervisors. The Chief Administrative Officer shall administer the Policy. Copies of this Policy and the "Support by Employee Organizations" Agreement shall be printed and distributed to all employees covered by this Memorandum of Agreement.

Section 5. Employee Recognition Programs

Employee recognition programs may be instituted in County departments. The purpose of such programs will be to recognize exemplary employees and improve public services through enhanced motivation. The establishment, disestablishment, administration and regulation of all employee recognition programs shall be at the discretion of the Chief Administrative Officer. Such programs as are established shall not be subject to appeal under the Grievance Procedure of the Agreement

ARTICLE 11. GRIEVANCE PROCEDURE

A. Definition

A grievance is defined as an allegation by an employee that the County has failed to provide a condition of employment which is established by a resolution of the Board of Supervisors, the County Charter, by ordinance, or by this Memorandum of Agreement as adopted by ordinance, provided that the enjoyment of such right is not made subject to the discretion of the appointing authority or the County.

ARTICLE 11. GRIEVANCE PROCEDURE (Cont'd)

B. Exclusion of Civil Service Matters

The grievance procedure herein established shall have no application to matters over which the Civil Service Commission has jurisdiction pursuant to the County Charter or rules adopted thereunder.

C. Departmental Review and Adjustment of Grievances

The following is the procedure to be followed in the resolution of grievances:

1. An employee having a grievance shall first discuss it with his/her immediate supervisor and endeavor to work out a satisfactory solution in an informal manner with such supervisor.
2. If a satisfactory solution is not accomplished by informal discussion, the employee shall have the right to consult with and be assisted by a representative of his/her own choice in this and all succeeding steps of this subparagraph (C) and may thereafter file a grievance in writing with his/her immediate supervisor within seven (7) working days after the date of such informal discussion. Within seven (7) working days after the receipt of any written grievance, the immediate supervisor shall return a copy of the written grievance to the employee with his/her answer thereto in writing. If the grievance is not resolved at this level, the employee shall have seven (7) working days from receipt of the answer within which to file an appeal to the appointing authority.
3. An appointing authority shall have seven (7) working days in which to review, hold hearings, and answer the grievance in writing. Unless waived by the mutual agreement of the employee or his/her representative and the appointing authority, a hearing is required at this step and the employee and his/her representatives shall have the right to be present at and participate in such hearing. The time limit at this step may be extended by mutual agreement between the appointing authority and the employee or his/her representative.

The Association may, in its own name, file a grievance alleging that the County has failed to provide it some organizational right which is established by a resolution or ordinance of the Board of Supervisors, by the County Charter, or by state law or by this Memorandum of Agreement as adopted by ordinance, provided that the enjoyment of such right is not made subject to the discretion of the department head or the County.

D. Arbitration of Grievances

ARTICLE 11. GRIEVANCE PROCEDURE (Cont'd)

In the event that the grievance is not resolved at Step 3 of subparagraph (C) herein, the grievant or his/her representative may, within thirty (30) days after receipt of the decision of the appointing authority made pursuant to said subparagraph (C), request that the grievance be heard by an arbitrator.

E. Informal Review by Labor Relations Division

Prior to the selection of the arbitrator and submission of the grievance for hearing by said arbitrator, the Labor Relations Division representative shall informally review the grievance and determine whether said grievance may be adjusted to the satisfaction of the employee. The representative shall have ten (10) work days in which to review and seek adjustment of the grievance.

F. Selection of Arbitrator

The arbitrator shall be selected by mutual agreement between the Labor Relations Division representative and the employee or his/her representative. If the Labor Relations Division's representative and the employee or his/her representative are unable to agree on the selection of an arbitrator, they shall jointly request the State Mediation and Conciliation Service to submit a list of five (5) qualified arbitrators. The Labor Relations Division and the employee or his/her representative shall then alternately strike names from the list until only one (1) name remains, and that person shall serve as arbitrator.

G. Duty of Arbitrator

Except when an agreed statement of facts is submitted by the parties, it shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be advisory to the parties. The arbitrator shall have no power to amend this Memorandum of Agreement, a resolution or ordinance of the Board of Supervisors, the County Charter, state law nor to recommend such an amendment.

H. Payment of Costs

Each party to a hearing before an arbitrator shall bear his own expenses in connection therewith. All fees and expenses of the arbitrator shall be borne one-half ($\frac{1}{2}$) by the County and one half ($\frac{1}{2}$) by the grievant.

I. Effect of Failure of Timely Action

ARTICLE 11. GRIEVANCE PROCEDURE (Cont'd)

Failure of the employee to file an appeal within the required time period at any step shall constitute an abandonment of the grievance. Failure of the County to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

J. Limitation on Stale Grievances

A grievance shall be void unless filed in writing within forty-five (45) calendar days from the date upon which the County has allegedly failed to provide a condition of employment or within forty-five (45) calendar days from the time at which an employee might reasonably have been expected to have learned of the alleged failure to provide. In no event shall a grievance include a claim for money relief for more than the forty-five (45) day period plus such reasonable discovery period.

K. Exclusion of Non-recognized Organization

In those cases in which an employee elects to represent himself/herself or arranges for independent representation, the County shall make no settlement or award which shall be inconsistent with the terms and conditions of this Memorandum of Agreement. In the event the Association shall determine that such inconsistent award has been made, the Association, on its own behalf, may file a grievance pursuant to paragraph (C) (3) of this section for the purpose of amending such award. In the event any unrepresented or independently represented employee shall elect to go to arbitration under subsection D hereof, the Association may elect to be a full and equal part to such proceeding for the purpose of protecting the interests of its members in negotiated conditions of employment.

ARTICLE 12. AGREEMENT, MODIFICATION AND WAIVER

- A. This Memorandum sets forth the full and entire agreement of the parties regarding the matters set forth herein, and any other prior or existing understanding or agreements over these matters between parties, whether formal or informal, are hereby superseded or terminated in their entirety.
- B. Except as specifically provided herein, it is agreed and understood that the parties hereto reserve the right, upon mutual agreement, to meet and confer in good faith with respect to any subject or matter covered herein or with respect to any other matters within the scope of representation, during the term of this Memorandum.

ARTICLE 12. AGREEMENT, MODIFICATION AND WAIVER (Cont'd)

- C. No agreement, alteration, understanding, variation, waiver, or modification of any of the terms or provisions contained herein shall in any manner be binding upon the parties hereto unless made and executed in writing by all parties hereto and, if required, approved and implemented by the County Board of Supervisors.

- D. The waiver of any breach, term or condition of this Memorandum by either party shall not constitute a precedent in the future enforcement of all its terms and provisions.

ARTICLE 13. PROVISIONS OF LAW

If any provision of this Memorandum is invalid by operation of law or by any court of competent jurisdiction, or if compliance with or enforcement of any provision is restrained by any tribunal, the remainder of this Memorandum shall not be affected thereby.

ARTICLE 14. PROHIBITION OF JOB ACTION

Notwithstanding any other provision of this Memorandum of Agreement to the contrary, both parties and each employee in a classification represented by the Association agree that:

- A. The unimpaired continuation of County services is of paramount importance to County residents. Therefore, during the term of this Memorandum of Agreement and during the course of the meet and confer process necessary to conclude a successor Agreement to this Memorandum of Agreement, inclusive of completion of the full impasse process (Article IV, Sections 3 and 4, of the San Diego County Labor Relations Ordinance #8588), not to exceed one hundred eighty (180) days from the declaration of impasse or from the expiration of this Memorandum of Agreement, or from any other extensions agreed to by the parties which may extend the period beyond one hundred eighty (180) days, neither the Association nor any employee represented by the Association shall cause, authorize, engage in, or sanction any type of job action which results in less than the full and faithful performance of the duties of employment.
- B. An employee who engages in an activity prohibited in subsection A hereinabove, shall not be entitled to any wages or County-paid benefits whatsoever for the period of the job action. To effectuate this provision, the County may, subject to reasonable notification and opportunity to state, in writing, the employee's position, make payroll adjustments in individual employee's warrants.
- C. In addition to the administrative adjustments authorized by subsection B hereinabove, the County reserves the right to take appropriate disciplinary action for such job action including, but not limited to discharge.
- D. If the Board of Supervisors, by majority vote, determines to its satisfaction, that subsection A hereinabove has been violated by the Association, the County may take reasonable action(s), exclusive of decertification, against the Association.
- E. The Association, its representatives, and represented County employees shall comply with the provisions of this Memorandum of Agreement and shall make every effort toward inducing all employees in this unit to fully and faithfully perform their duties. In the event of any activity prohibited by subsection A hereinabove, the Association, its

ARTICLE 14. PROHIBITION OF JOB ACTION (Cont'd)

representative, and represented County employees agree to take appropriate steps necessary to assure compliance with this Memorandum of Agreement.

ARTICLE 15. RE-OPENER PROVISIONS

A. Revisions to Civil Service Rules and Procedures

Notwithstanding any other provisions of this Agreement (with specific reference to Article 12), the Association agrees to meet and confer with the County upon request regarding revisions to Civil Service Rules and procedures and to re-open those provisions of this Agreement which may be affected, except that no employee's classified status will be changed as a result of revisions to Civil Service Rules.

B. Health Plan Task Force

The County and the Association agree to re-open Article 9, Section 2 (A) (3): "County Contribution Towards Flexible Benefits Plan" of this Agreement but no earlier than April 1, 2004.

In the event that a health provider bidding program results in benefit modifications or if other benefit modifications are necessary during the term of this Agreement, and notwithstanding any other provision of this Agreement (with specific reference to Article 12), Article 9, Section 2 entitled "Insurance/Flexible Benefits Plan" shall be re-opened.

The County will convene a Task Force of employee representatives and managers to discuss health care options.

C. Enterprise Resource Project (ERP) – Modernization of Business Systems

Notwithstanding any other provisions of this Agreement (with specific reference to Article 12), the Association agrees to meet and confer with the County upon request from the County regarding matters within the scope of representation pertaining to implementation of ERP software applications and IT issues and to re-open those provisions of this Agreement which may be affected.

D. Retirement Offset Phase-In

The County and the Association agree to re-open Article 9, Section 1(C) (2), "One-Half Retirement Offset," of this Agreement but no earlier than April 1, 2004.

ARTICLE 15. RE-OPENER PROVISIONS (Cont'd)

ARTICLE 16. IMPLEMENTATION

This Memorandum constitutes a mutual recommendation to be jointly submitted to the County Board of Supervisors. It is agreed that this Memorandum shall not be binding upon the parties either in whole or in part unless and until:

- A. The Board of Supervisors acts, by majority vote, formally to approve and adopt said Memorandum.
- B. The Board of Supervisors acts to appropriate the necessary funds required to implement the provisions of this Memorandum which require funding.

The County shall act in a timely manner to make the necessary changes in ordinances, resolutions, rules, policies and procedures to implement and conform to this Agreement.

ARTICLE 17. DETERMINATION BY THE BOARD OF SUPERVISORS

This Memorandum is hereby submitted to the San Diego County Board of Supervisors by the Labor Relations Division and the Association for the Board's consideration and approval. Upon approval, this Memorandum shall become binding upon the County, the Association and all of the employees in the representation unit covered by this Memorandum.

Jointly submitted and recommended this _____ day of _____, 2003.

FOR THE COUNTY OF SAN DIEGO:

FOR THE SAN DIEGO COUNTY
DEPUTY DISTRICT ATTORNEYS
ASSOCIATION (AM, AS & DA UNITS):

MICHAEL T. KOLB
Labor Relations Manager

RICHARD H. CASTLE, JR.
Attorney

SUSAN M. BRAZEAU
Labor Relations Officer

RICHARD MONROY
President

6/9/03

APPENDIX

SALARIES FOR JOB DESCRIPTIONS IN THE UNITS LISTED IN ARTICLE 2, SECTION 1.

EFFECTIVE JUNE 27, 2003 THROUGH JUNE 22, 2006